

USE AGREEMENT FOR ON-LINE FINANCIAL RESPONSIBILITY PROCESSING

This Agreement (hereinafter the "Agreement") is entered into by and between the Indiana Bureau of Motor Vehicles (hereinafter the "BMV"), with offices at Indiana Government Center North, 100 North Senate Avenue, Indianapolis, IN 46204, and (insert name) _____ (hereinafter the "Subscriber"). In consideration of these mutual undertakings and covenants, the parties understand and agree as follows:

I. PURPOSE.

A. The Subscriber understands and agrees that the BMV is providing the Subscriber with a means to provide on-line proof of financial responsibility to the BMV (hereinafter the "Program"). More specifically, the BMV is providing the Subscriber with the ability to transmit proof of insurance for the Subscriber's clients to the BMV via an on-line secure website.

B. The Program's design requires the Subscriber to log-in to the BMV's designated website address and submit the appropriate user name and password to access the Program. The Subscriber will select the appropriate electronic form. The BMV will make these current forms available: SR21, SR22, SR26, SR50 and Certificate of Compliance. The BMV may add or delete forms as necessary for the Program. The Subscriber will enter their client's Indiana driver's license number on the selected form. The BMV will retrieve information that corresponds to the entered driver's license number and populate the form with the retrieved information. The Subscriber completes the form by entering any additional information needed and electronically submits the form via the on-line secure website.

C. The BMV will provide the Subscriber with electronic confirmation of receiving the proof of insurance.

D. The BMV will maintain electronic copies of the proof of insurance for appropriate and required uses.

II. CONFIDENTIAL INFORMATION.

A. The BMV and the Subscriber understand and agree that by using the Program the BMV may provide certain information to the Subscriber that is and must be kept confidential. Indiana Code chapter 9-14-3.5 implements the Federal Driver Privacy Protection Act of 1994. See 18 U.S.C. 2721 *et seq.* These laws, in addition to others, provide protections to individuals by limiting the scope of their information that may be released, the types of entities that may receive certain information, the purposes for which the entities may release such information, and the subsequent obligations incumbent upon the entities with the information.

B. The Subscriber shall not use or disclose the information that the BMV furnishes for any purpose other than for the purposes that this Agreement expressly authorizes. The BMV and the Subscriber warrant that they will comply fully with the provisions of Indiana Code chapters 4-1-10 and -11, 5-14-3, 9-14-3, 9-14-3.5; 10 Indiana Administrative Code section 5-3-1(4); and the Federal Driver's Privacy Protection Act,

18 U.S.C. 2721, *et seq.*, as amended, and all other applicable laws and regulations governing access and use of motor vehicle records and the personal information contained in them.

C. The Subscriber covenants that any data, material and information gathered, based upon or disclosed to the Subscriber for the purpose of this Agreement, will not be disclosed to or discussed with third parties without the BMV's prior written consent.

D. If the Subscriber engages in a practice or conduct to make available or make known personal information (as defined in I.C. § 9-14-3.5-5), which the BMV provided to the Subscriber, to another person, the Subscriber agrees to pay the cost(s) of the notice(s) of any and all disclosure(s) of system security breach(es) (as defined in I.C. § 4-1-11-2) in addition to any other claims and expenses for which it is liable under the Agreement's terms.

E. This Agreement imposes no obligation upon the Subscriber with respect to any confidential information that:

1. Was in the Subscriber's possession before the BMV provided the information;
2. Is or becomes a matter of public knowledge through no fault of the Subscriber;
3. The Subscriber rightfully received from a third party not owing a duty of confidentiality to the BMV;
4. Is disclosed without a duty of confidentiality to a third party by, or with the authorization of, the BMV; or
5. The Subscriber independently derived.

F. The Subscriber shall limit access to the Program and disclosure of the information, which the BMV provided, within its own organization to its directors, officers, partners, members, employees and/or independent contractors having a need to have access to or a need to know the information.

G. The Subscriber agrees to destroy the BMV provided information in the Subscriber's possession promptly and adequately when the information is no longer needed for the purposes for which it was provided. The Subscriber shall comply with all record-keeping requirements pertaining to BMV provided information.

III. CONSIDERATION. Both parties understand and agree that neither party is providing any payments to the other party for entering into this Agreement, nor for using any of the Program's features.

IV. GENERAL TERMS.

A. This Agreement states the entire agreement between the parties concerning the Program. Only written additions or modifications with both parties' acknowledgment are acceptable means to add to or modify this Agreement.

B. If any of this Agreement's provisions are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

C. The Subscriber is submitting this Agreement with the full knowledge and understanding that the Subscriber will have access to the Program only after the BMV verifies the accuracy of the Subscriber's information provided in Section VI of this Agreement.

D. The BMV may terminate the Subscriber's access to the Program without prior notice for any reason including but not limited to the Subscriber's information changing without notifying the BMV prior to any change, the Subscriber providing false information or violating any of this Agreement's terms, or if the Subscriber's right to work as an insurance agent or broker is suspended, revoked, limited, restricted or otherwise similarly affected.

E. The Subscriber warrants that neither the Subscriber nor any of the Subscriber's principals, employees, and/or agents are representatives of the BMV nor are any BMV employees also representatives and/or agents of the Subscriber.

F. The Subscriber agrees to allow the BMV's staff or designees access to any of the Subscriber's records relating to this Agreement for auditing, compliance and monitoring purposes.

G. The BMV's waiver, modification, or failure to insist on any of the Agreement's terms or conditions one or more times does not void, waive, or modify any of the Agreement's terms or conditions, nor serve to waive or relinquish any of the BMV's rights to require future performance of the Agreement's terms and conditions.

H. The Subscriber may not assign or transfer this Agreement and any attempt to assign or transfer this Agreement shall be invalid, have no force or effect, and serve as a basis for the BMV to terminate the Subscriber's access to the Program.

I. This Agreement is governed and construed according to the laws of the State of Indiana.

V. LIMITATIONS TO OBLIGATIONS AND INTERESTS.

A. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Subscriber any rights, license or authority in or to the information exchanged, except the limited right to use the information as this Agreement specifies. Furthermore and specifically, this Agreement does not convey or license any intellectual property rights in either party.

B. This Agreement does not create any obligations to purchase any services, goods, or intangibles from the other party. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship except as specifically stated in this Agreement.

C. The BMV is not warranting the accuracy of any information that the BMV provides to the Subscriber pursuant to this Agreement. The BMV is not liable in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on the Subscriber's decision to use or rely on any information that the BMV provided under this Agreement.

VI. SUBSCRIBER'S INFORMATION. The Subscriber must provide the information requested below to obtain approval for access to the Program, and to obtain a user identification number and password for the Program. Furthermore, the Subscriber must provide the BMV with written notice prior to the Subscriber making any subsequent changes to the information the Subscriber provides in this section.

A. Authorized Representative

Agent's or Broker's Name:_____

Agent's Title:_____

Insurance Agency's Name (if applicable):_____

Business Address:_____

City:_____ State:_____ Zip Code:_____

Telephone Number:_____

Email Address:_____

Certification/License Number:_____

Certification/License Effective Date:_____

Certification/License Expiration Date:_____

B. Insurance Company Information

Insurance Company Name:_____

Business Address (if different than above):_____

City:_____ State:_____ Zip Code:_____

Indiana Business Authorization Date on record with the Indiana Secretary of
State:_____

C. Types of Insurance Coverage Offered:

VII. TERM.

A. This Agreement is effective for two (2) years, after which the Subscriber must submit another Agreement or agree to renew this Agreement under the same terms and conditions of this Agreement.

WHEREFORE, the Subscriber acknowledges having read and understood this Agreement and voluntarily accepts the duties and obligations set forth in it. By signing this Agreement, the person who signs represents that they are authorized to do so for the

Subscriber with full legal authority to bind the Subscriber to this Agreement's terms. Furthermore, the undersigned swears or affirms under penalties of perjury that the information, which the Subscriber provided, on this form is true and accurate.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

Subscriber

Indiana Bureau of Motor Vehicles

By: _____

By: _____

Printed Name: _____

Gus Linde, Director of Driver Services

Title: _____

Date: _____

Date: _____

For Office Use Only

User Identification: _____

Password: _____